

1 BILL NO. S-80-06- 24

2 SPECIAL ORDINANCE NO. S- 75-80

3  
4 AN ORDINANCE approving an Agreement  
5 for Sewer Extension between the City  
6 of Fort Wayne, Indiana and John Dehner,  
7 Inc., Contractor for construction of  
8 sanitary sewer to serve Pleasant Town-  
9 ship School.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain Agreement dated May 28, 1980,  
13 between the City of Fort Wayne, Indiana, by and through its  
14 Mayor and the Board of Public Works, and John Dehner, Inc.,  
15 Contractor, for:

16 construction of sewer extension to serve  
17 Pleasant Township School, known as Harber  
18 Ditch Interconnection, Phase Three Extension,  
19 at a total cost of \$61,162.68, all as more particularly set  
20 forth in said contract which is on file in the Office of the  
21 Board of Public Works and is by reference incorporated herein  
22 and made a part hereof, be and the same is in all things hereby  
23 ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and approval by the  
26 Mayor.

27 Samuel J. Telamies  
28 COUNCILMAN

29 APPROVED AS TO FORM AND  
30 LEGALITY JUNE 19, 1980.

31 J. E. Hoffman  
32 JOHN E. HOFFMAN  
City Attorney

Read the first time in full and on motion by Talarico, seconded by Eisen, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 6/24/80

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Shen, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>9</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>9</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>9</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>9</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>9</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>9</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>9</u>	_____	_____	_____	_____
<u>STIER</u>	<u>9</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>9</u>	_____	_____	_____	_____

DATE: 7-8-80

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-75-80 on the 8th day of July, 19 80.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Vivian G. Schmidt  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of July, 19 80, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 9th day of July, 19 80, at the hour of 4 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-80-06-24

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement for Sewer Extension between the  
City of Fort Wayne, Indiana and John Dehner, Inc., Contractor  
for construction of sanitary sewer to serve Pleasant Township  
School

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

7-8-80  
CONCURRED IN  
DATE            CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT FOR SEWER EXTENSION WITH JOHN DEHNER, INC. FOR HARBER DITCH EXTENSION

AN AGREEMENT FOR CONSTRUCTION OF A SEWER EXTENSION, KNOWN AS HARBER DITCH INTERCONNECTION, PHASE THREE EXTENSION HAS BEEN ENTERED INTO WITH JOHN DEHNER, INC., DEVELOPER.

ORIGINALLY, THE HARBER DITCH AREA WAS DIVIDED INTO THREE PHASES, SAID PROJECT BEING PLACED FOR BID NOVEMBER 14, 1979, UNDER SEWER IMPROVEMENT RESOLUTION NO. 309-79, HARBER DITCH INTERCEPTOR. HOWEVER, PHASES I & II MET SOME RESISTANCE AND HAD TO BE DELETED. THEY ALSO COULD NOT BE JUSTIFIED ECONOMICALLY. THE MAIN PROBLEM WAS TO GET SEWER SERVICE TO PLEASANT CENTER SCHOOL. THEREFORE, THIS AGREEMENT WITH JOHN DEHNER, INC. TO CONSTRUCT A GRAVITY SEWER OF PHASE III, WHICH IS BEING CONSTRUCTED, AND SAME BEING DIVERTED TO A PUMP STATION AND FORCE MAIN FOR PROCESSING.

AS A RESULT OF THIS LATTER EXTENSION LINE, THE CITY WILL MAINTAIN A PUMP STATION AND FORCE MAIN SYSTEM AT A MINIMAL MAINTENANCE COST.

64-51-24 5/28/80  
AGREEMENT FOR  
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 28 day of May, 1980, by and between JOHN DEHNER, INC., hereinafter referred to as "Developer," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer pumping station and force main, described as follows:

Beginning at a proposed outfall of a 21" diameter sanitary sewer, located 1,300+ LF East of a centerline intersection of Winters Road and Norfolk and Western Railroad; thence Easterly 300+ LF to the Southeast corner of the West half of the Southeast quadrant of Section 9, Township 29 North, Range 12 East. Said corner more particularly described as being the East property line of land owned by the developer, John Dehner, Inc.; thence due North, 5,200+ LF and adjacent to the East line of the West half of the East half of Section 9, Township 29 North, Range 12; East to the South right-of-way of said Ferguson Road, 1,800 LF, terminating at an existing 12" sanitary sewer. Said pumping station and force main shall be rated at 60 GPM with 4" diameter force main in accordance with plans, specifications and profiles hereinafter submitted to the City, now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities of the City and titled as HARBER DITCH INTERCONNECTION, PHASE 3 EXTENSION, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, hereinafter referred to as "Sewer."

WHEREAS, the cost of construction of said Sewer is represented to be \$101,162.68. NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to let within sixty (60) days after required City approval. All work and materials shall be subject to inspection by the City and the right of the City to halt construction if there shall be noncompliance therewithin. Said Sewer shall not be deemed permanently connected into the Sewer System of the City until all

fees are paid in full by the Developer and the final acceptance is issued by the City. Upon completion, said Sewer shall become the property of the City for future maintenance. The City shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the City.

## 2. COST OF CONSTRUCTION

Upon acceptance of the Sewer as described above, the City shall pay developer \$61,162.68, which represents the construction cost of said Sewer less the established area connection fees due the City from the Developer. Therefore, any area connection fees due City for Baer Field Interceptor for the Developer's area, as described in Paragraph 3, titled "Area of Developer" shall be considered paid in full by the execution of this document. The Developer shall provide the cost of the engineering services; and any inspection fees due City for the construction of said Sewer.

## 3. AREA OF DEVELOPER

Said Sewer when accepted by the City will serve the following described real estate owned by the developer:

The west one-half of the Southeast one-quarter of Section 9, Township 29 North, Range 12 East, Allen County, Indiana and all that part of the Southwest one-quarter of said Section 9 that lies east of the Fort Wayne and Northern Interurban Company Right-of-way line and also the vacated Interurban Right-of-way more particularly described as follows, to wit:

Commencing at the Southeast corner of the Southeast one-quarter of Section 9, Township 29 North, Range 12 East, Allen County, Indiana; thence West a distance of 1329.0 feet along the South line of Section 9, Township 29 North, Range 12 East to the point of beginning, thence continuing West on the last described line a distance of 1521.1 feet to a point on the East Right-of-way line of the Norfolk and Western Railroad; thence by a deflection Right of  $90^{\circ}-01'$  a distance of 2648.9 feet along the said East Right-of-way line to a point on the East-West centerline of Section 9, Township 29 North, Range 12 East; thence by a deflection right of  $90^{\circ}-06'$  a distance of 1515.7 feet along the said East-West centerline of Section 9; thence by a deflection right of  $89^{\circ}-47'$  a distance of 2647.5 feet along the East line of the West one-half of the Southeast one-quarter of Section 9 to the point of beginning, containing 94.13 acres of land more or less and subject to roadway easement over the South line thereof.

4. LIMITATION OF FUTURE CONNECTIONS

Said Sewer when constructed will also serve a portion of the Fort Wayne Community Schools property located in the Southeast quadrant of the intersection of Pleasant Center Road and Bluffton Road (State Road #1), more particularly described as North 581' of West 758.2' of the West one-half Northwest one-quarter, Section 22, Township 29 North, Range 12 East, containing 11.18 acres. As the City is paying for oversizing of said sewer there are no Connection fees due the developer for any future connection whatsoever as it pertains to the area of developer described in paragraph #3. With the exception of the two parties i.e., Developer and Fort Wayne Community Schools land located at the Southeast quadrant of the intersection of the Pleasant Center Road and Bluffton Road (State Road #1) and individual taps that the City will allow to existing structures on land that is located West of Bluffton Road between Winters Road and Pleasant Center Road, there will be no other users allowed on this system, until the above referenced lift station is eliminated.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Maintenance Bond for 100% of the total cost of construction of said Sewer which shall guarantee said Sewer against defects for a period of one year from the date of the final acceptance of said Sewer by the City.

6. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated water.

7. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Section 48-3963, 3964, and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof, Pursuant to Burns Indiana Statutes Anno. I.C. 19-2-7-16, 17 and 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County's Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City has hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to hereby waive his, her, their, or its right to remonstrate against



or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first written above.

DEVELOPER:

JOHN DEHNER, INC.

BY Edward Dehner  
Edward Dehner, Corporate Secretary

DEVELOPER:

JOHN DEHNER, INC.

By: Gerald Dehner  
Gerald Dehner, President

STATE OF INDIANA )  
 ) SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, this 5<sup>TH</sup> day of MAY, 1980, personally appeared Gerald Dehner, President and Edward Dehner, Corporate Secretary of John Dehner, Inc., an Indiana Corporation; and hereby acknowledge the execution of the foregoing Agreement for Sewer Extension to be the voluntary act and deed of said corporation, and of said officers, for the uses and purposes therein contained. WITNESS my hand and official seal.



My Commission Expires:

SEPTEMBER 8, 1983.

Richard E. Ensley  
Notary Public  
Resident of ALLEN County

CITY OF FORT WAYNE

By: \_\_\_\_\_  
Win Moses, Mayor

BOARD OF PUBLIC WORKS

By: Mark L. Akers  
Mark L. Akers, Chairman

By: Roberta Anderson Staten  
Roberta Anderson Staten, Member

By: Herbert R. Gamache  
Herbert R. Gamache, Member

ATTEST:

Sandra E. Kennedy  
Clerk Sandra E. Kennedy

John H. Boller  
Associate City Attorney

STATE OF INDIANA )  
 )  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mayor, Mark L. Akers, Chairman of the Board of Public Works, Roberta Anderson Staten, Member, and Herbert R. Gamache, Member along with Sandra E. Kennedy, Clerk of said Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this \_\_\_\_ day of May, 1980.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
This instrument prepared by  
P.R. Boller, P.E.  
Chief Water Pollution Control Engineer

L.W. Dailey, INC.  
RECEIVED

1034 OAKLAN . L. • FORT WAYNE, IND. 46808  
TELEPHONE 3 • 743-1120 AND 743-1128

APR 18 1980

Water Pollution Control Engr. Dept.  
City-County Building, One Main St.  
Ft. Wayne, Indiana 46802

April 18, 1980



Philip L. Schnelker, Inc.  
2777 Maplecrest Rd.  
Ft. Wayne, In. 46815

Re: Temporary Phase III  
Extension Harbor Ditch  
Interceptor

Gentlemen:


We propose to furnish the following:

1. Excavate and place approximately 7360 lft of 4" pvc pressure pipe in accordance with the City of Fort Wayne Standards and Specifications.
2. Install pumps, quick removal system, and controls as per drawing.
3. Connect to existing manhole.
4. Install one air release valve.

The total cost for the above work complete shall be \$ 106,427.40.

Thank you for the opportunity of submitting this quotation.

Sincerely yours,  
L. W. DAILEY, INC.

  
G. W. Fishering, Jr.,  
President

GWF:cle

# JOHN DEHNER, Inc. • Contractors



OFFICE: 1208 CLARK ST.  
P.O. BOX 1348  
PHONE: (219) 422-7577

BUILDERS OF  
SEWERS, WATERWORKS, ROADS  
DRAINAGE, EXCAVATING & GRADING

YARD: 5408 WINCHESTER ROAD  
PHONE: 747-4288  
AREA CODE 219

FORT WAYNE, INDIANA 46801

RECEIVED

APR 16 1980

April 17, 1980

Water Pollution Control Engr. Dept.  
City-County Building, One Apple St.  
Ft. Wayne, Indiana 46802

Philip L. Schnelker, Inc.  
2777 Maplecrest Road  
Fort Wayne, Indiana 46815

Re: Temporary Phase III Extension  
Harber Ditch Interceptor

Gentlemen:

We propose to furnish the necessary labor, material and equipment to install lift station, approximately 7360 lineal feet of 4" PVC, force main, backfill, bore approximately 80' lineal feet under railroad and restoration as per your Drawing dated March 24, 1980, for the sum of \$101,162.68.

We agree to pay inspection fees and Indiana State Board of Health fees.

All easement, right a way and Railroad permits to be secured by others.

Thanking you for the opportunity to quote on this work, we remain

Very truly yours,

JOHN DEHNER, INC.

*Gerald Dehner*  
Gerald Dehner  
President

GD:rc

EQUAL OPPORTUNITY EMPLOYER

PAUL BERCOT  
447-4168

# BERCOT, INC.

Excavating, Grading, Sewers & Waterlines

6015 Huguenard Road  
~~32200-1000~~

46818

FORT WAYNE, INDIANA ~~46805~~

489-4561

OFFICE PHONE ~~489-4561~~

RECEIVED

APR 16 1980

April 18, 1980

Water Pollution Control Engr. Dept.  
City-County Building, One Main St.  
Ft. Wayne, Indiana 46802

Philip L. Schnelker, Inc.  
2777 Maplecrest Road  
Fort Wayne, Indiana 46815

Gentlemen:


As per your request we hereby submit our bid for the complete construction of the lift station and force main project entitled "Temporary Phase III Extension Harbor Ditch Interceptor". All work is to be done as per plans and specifications furnished by you.

LUMP SUM BID - - - - - \$107,670.00

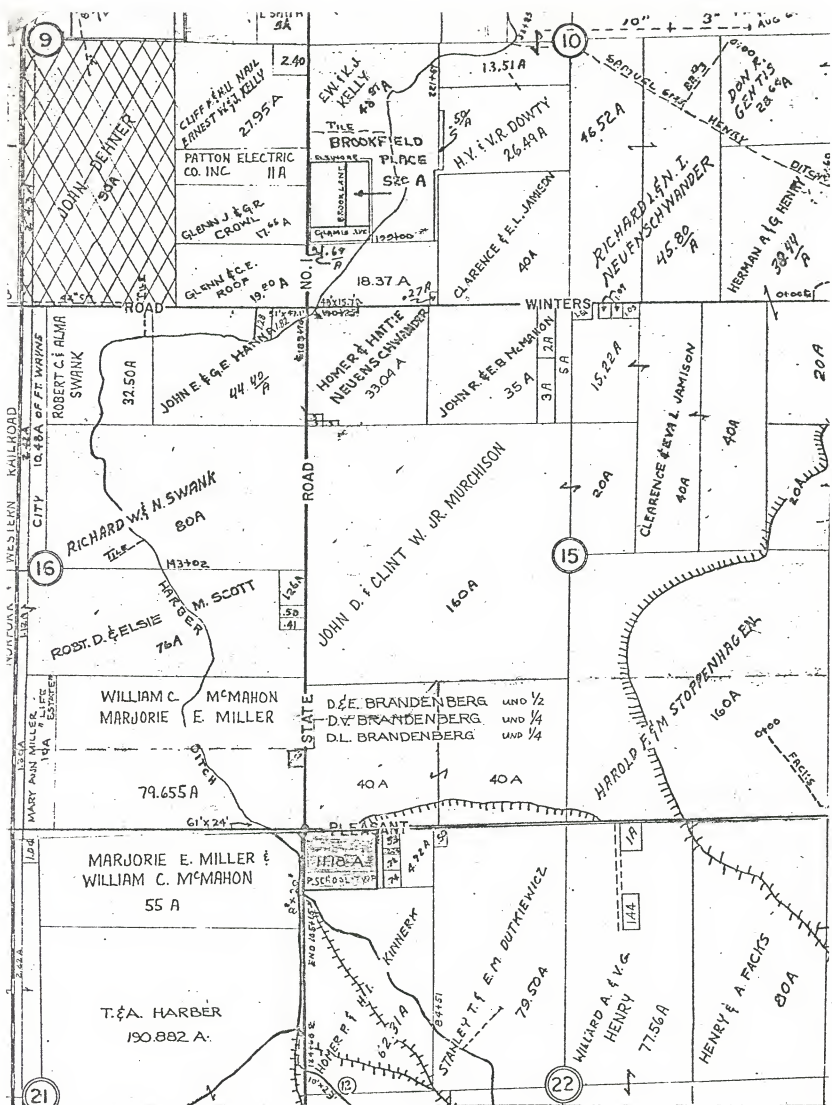
Thank you for this opportunity to quote.

Very truly yours,

BERCOT, INC.

  
Steve Bercot, President

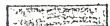
SB/lc



LOCATION: PLEASANT TOWNSHIP (T29N, R12E)



AREA OF DEVELOPER (REFERENCE PARAGRAPH 3D)



FORT WAYNE COMMUNITY SCHOOLS (REFERENCE PARAGRAPH 4D)

# Memorandum

To BOARD OF PUBLIC WORKS Date May 9, 1980  
From PHILIP R. BOLLER, CHIEF WATER POLLUTION CONTROL ENGINEER  
Subject SEWER EXTENSION AGREEMENT FOR HARBER DITCH INTERCEPTOR

## COPIES TO:

Attached for your review and approval is Change Order One (1) for the Harber Ditch Interceptor Phase III. This Change Order reduces Bercot, Inc. contract in the amount of \$17,635.00 and does not require the endorsement of City Council.

In order to provide an outfall for the Harber Ditch Inteceptor, Pnase III, it was necessary to enter into a Sewer Extension Agreement which is transmitted herewith for the construction of a lift station and force main. This agreement must be forwarded to our City Attorney for his endorsement and then submitted to City Council for their approval.

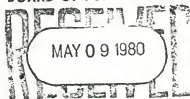
Since Change Order One (1) is interfaced with the Sewer Extension Agreement, I would recommend that a copy of the approved Change Order One (1) be attached to the Agreement when it is transmitted to City Council.

Respectfully submitted,



Philip R. Boller, P.E.

BOARD OF PUBLIC WORKS



Change Order No. One (1)

Resolution No. 309-79

Board Order No. 125-79

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change: Phase I and II of the Harbor Ditch Interceptor has been  
deleted because it cannot be justified economically. Therefore, an alternative  
method to serve Pleasant Township School has been formulated. This consists  
of gravity sewers of Phase III being diverted to a pump station and force main.

2. Will proposed change alter size of the project? Yes X No

If yes, explain

Will reduce in scope the dollars expended and reduce area to be benefitted.

3. Affect on operation and maintenance cost of this project:

It is anticipated there will be a minimal increase in operation of maintenance  
costs due to the fact that the City of Fort Wayne will maintain the pump station  
and force main system

C. Duane Embury P.E.  
C. Duane Embury, P.E. Engineer



Change Order No. One (1)  
 Project No. 309-79  
 Name of Project Harber Ditch Sanitary Sewer, Phase III

69-51-25 5/28/80  
 Resolution No. 309-79  
 Board Order No. 125-79  
 Date \_\_\_\_\_

To: Bercot, Inc  
 (Contractor)

Gentlemen:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Quantity	Description of Change Description	Unit Price	Change in Contract Price	
				Decrease	Increase
21	820 ± LF	21" Sewer Pipe RCP. CLASS III	24.19	\$19,835.80	
8	1,000± SY	Broadcast Seeding	0.30	300.00	
10	100± CY	#53 or #73 Special Backfill	10.00		\$1,000.00
11	50± SY	10" Deep Strength Asphalt	30.00		\$1,500.00
Total Decrease				\$20,135.80	
Total Increase					\$2,500.00
Net (Decrease) ( <del>Increase</del> )				Contract Price	\$17,635.80

The sum of \$ 17,635.80 is hereby (~~added~~) (deducted from) the total contract price and the final contract price shall be adjusted as follows:

Original Contract Price	\$ <u>252,270.50</u>
Current Contract Price Adjusted by Previous Change Order	\$ <u>---</u>
New Contract Price Including This Change Order	\$ <u>234,634.70</u>

The time provided for completion in the contract for this project is (unchanged) (~~increased~~) (~~decreased~~) by 0 calendar days due to this Change Order. The date for completion of all work shall be April 1, 1981. Furthermore, this document shall become an amendment to the contract and all provisions of the contract shall apply hereto.

Recommended by: RR Bolba (Chief W.P.C. Engineer) Date 5/8/80  
 Accepted by: Bercot Inc. Paul Bercot (Contractor) Date May 8-80  
 Approved by: RR Bolba (City Engineer) Date 5/8/80  
 Approved by: Robert Anderson (Chm. Bd. of Works) Date \_\_\_\_\_  
Robert Anderson (Member Bd. of Works) Date 5/28/80  
Mike Weeks (Member Bd. of Works)  
 Attested by: Sandra E. Kennedy (Clerk) Date 5/28/80

Change Order No. One (1)

Resolution No. 309-79

Board Order No. 125-79

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and force main system

C. Duane Embury P.E.  
C. Duane Embury, P.E. Engineer

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION WITH JOHN DEHNER, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S-80-06-24*

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION WITH JOHN DEHNER, INC., FOR CONSTRUCTION

OF SEWER EXTENSION TO SERVE PLEASANT TWP. SCHOOL, KNOWN AS HARBER DITCH INTERCONNECTION,

PHASE THREE EXTENSION.

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE PLEASANT TOWNSHIP SCHOOL

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$61,162.68 TO BE PAID BY CITY TO

DEVELOPER, WHICH REPRESENTS THE CONSTRUCTION COST OF SAID SEWER LESS THE ESTABLISHED

AREA CONNECTION FEES DUE THE CITY FROM THE DEVELOPER

ASSIGNED TO COMMITTEE Public Works